

**BAYFRONT PARK
USE AGREEMENT**

THIS AGREEMENT hereinafter referred to as the "AGREEMENT," made this 11th day of January, 2019, by and between the Bayfront Park Management Trust, a limited agency and instrumentality of the City of Miami, hereinafter referred to as the "TRUST," and LTF Triathlon Series, LLC, a Foreign Limited Liability Corporation registered with the state of Florida, with local offices located at 8879 SW 131 Street, Miami, Florida 33176, hereinafter referred to as the "USER."

RECITALS

WHEREAS, the TRUST is responsible for the operation and management of the park owned by the City of Miami, hereinafter referred to as the "CITY," located at 301 N. Biscayne Blvd., Miami, Florida 33132, and known as Bayfront Park, hereinafter referred to as the "PARK"; and

WHEREAS, USER wishes to use the PARK for the purpose of conducting a marathon/road race on January 27, 2019, as the term is defined in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the TRUST hereby grants unto USER the privilege of entry upon PARK, for the purpose of conducting the EVENT, on the terms and conditions set forth in this Agreement.

1. **RECITALS:**

The Recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **EVENT AND USE PERIOD:**

The EVENT is the Fitbit Miami Marathon & Half Marathon, to take place at the PARK from 6:00 am to 2:00 pm, on January 27, 2019.

Set-up for the EVENT will begin at 7:00 am, January 23, 2019, and tear-down will terminate no later than 11:59 pm, January 29, 2019 (the "USE PERIOD").

Unless otherwise specifically provided hereunder, USER shall be completely responsible for the production, coordination and management of the EVENT, at its sole cost and expense.

3. **PREMISES:**

As used in this Agreement, "PREMISES" means the portions of the PARK and delineated on the site-map, hereto attached as Exhibit A.

a. **Restroom Facilities:**

USER hereby agrees to provide adequate portable restroom facilities, which shall be open and operational during the USE PERIOD.

b. **Control of Access:**

USER hereby agrees to respond to any reasonable TRUST request during

the USE PERIOD of the EVENT.

c. **Sound Checks:**

USER hereby agrees that there will be no sound checks before 5:00 pm on any weekday (Monday through Friday).

d. **Sound Level:**

USER understands that the TRUST'S sound policy establishes a maximum level of 110 decibels measured 60 feet away from each stage. Failure to cure each incident of sound level non-compliance within five (5) minutes of notification by Trust designee will result in a fine of \$1,000 per incident.

e. **Time of Event:**

USER hereby agrees the EVENT must end by 2:00 pm. If the EVENT continues beyond 2:00 pm, USER is responsible under this Agreement for all other fees and costs incurred as a result.

f. **Alcohol Wrist Band Policy:**

USER hereby agrees that if beer and/or wine is vended at the EVENT, USER will use alcohol wrist-banding staff to ensure consumers of alcohol are of the appropriate age.

g. **Dispensing of Beer and/or Wine and Non-alcoholic Beverages:**

USER hereby agrees to dispense all beverage products in plastic or paper cups only. No beverages are to be dispensed in bottles or cans.

USER hereby agrees to dispense a limit of 2 (two) beers and/or wine beverages per person at time of purchase.

USER hereby agrees that beer and/or wines sales will stop at noon (one hour prior to the end of the event).

h. **Sponsor's Signage:**

USER hereby agrees that under no circumstances can any TRUST sponsor's signage be covered during the USE PERIOD.

i. **Restoration:**

Upon the EVENT'S conclusion the USER will diligently and continuously work to resume and finish the PARK'S complete restoration, subject to the TRUST'S sole and absolute approval, which may be withheld. USER shall complete all restoration no later than 11:59 pm, January 29, 2019. USER shall make a qualified representative available (for whom the Trust shall retain approval rights) to review, discuss and implement a course of action as a result of damages to the PARK in accordance with the terms mentioned in Section 8, Damage Deposit. Should the USER fail to complete the PARK'S restoration by 11:59 pm, January 29, 2019, the TRUST shall begin deducting \$500.00 per day from the Damage Deposit for

each day the restoration remains incomplete.

4. CONDITION OF PREMISES:

USER has inspected, or has been given the opportunity to inspect, the PREMISES, prior to execution of this Agreement, and accepts it in its present condition and agrees to maintain and return the same in the same condition.

5. COMPLIANCE WITH PERMITS AND LAWS:

1. USER represents and warrants that during the term of this Agreement, in connection with the EVENT, it will obtain and maintain all required permits and approvals. TRUST will assist USER in obtaining assembly permit from the Office of Fire Prevention of the City of Miami. Fire Department manpower requirements shall be determined by the Fire Department at least 10 business days prior to the EVENT.

2. USER represents and warrants that during the term of this AGREEMENT, it will not use or employ the PREMISES, or any other City owned property, to handle, transport, store or dispose of any hazardous materials and that it will not conduct any activity on PREMISES or City owned property in violation of any applicable environmental laws.

3. USER represents and covenants that it will comply with all applicable laws, codes and ordinances, including, but not limited to, the Americans with Disabilities Act ("ADA"), all laws prohibiting discrimination and environmental laws.

4. USER represents and warrants that it is aware of the restrictions contained in Sections 22-180 through 22-185 of the Code of the City of Miami entitled "Handbills" and that it will comply with all of the requirements therein with respect to the distribution of commercial handbills. Should USER fail to comply it shall be responsible for the payment of any fines imposed, including fines imposed upon the TRUST. Payment for fines imposed must be made within ten (10) days of receipt thereof.

5. USER accepts this Agreement and hereby acknowledges that User's strict compliance with all applicable federal, state and local laws, ordinances and regulations is a condition of this Agreement, and User, and any of its employees, agents or performers, shall comply therewith as the same presently exist and as they may be amended hereafter. This Agreement shall be construed and enforced according to the laws of the State of Florida.

Further, the USER, and any of its employees, agents or performers, hereby agrees to comply with all regulations regarding travel to and from the United States as promulgated by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") and the U.S. Department of State.

Violation of any federal, state and local law shall subject the USER to

immediate cancellation of this Agreement.

6. **COMPENSATION:**

In consideration of the use of the PREMISES, USER shall pay to the TRUST, a Use Fee which is the sum total of the Basic Use Fee and the Additional Charges. The Basic Use Fee for the use of the PREMISES shall be \$22,000.00, as follows:

- Set-up: January 23-26, 2019, \$8,000.00
- Event date: January 27, 2019, \$10,000.00
- Load-out dates: January 28-29, 2019, \$4,000.00

Additional Charges consist of all other amounts due by USER hereunder, including, but not limited to, the following estimated fees: \$1,102.50 for parking personnel, \$8,681.36 for cleaning services and \$5,000.00 for solid waste disposal, \$292.00 for electrician, \$278,499.81 for police staffing, \$17,687.17 for fire rescue & inspector; and, \$1,500.00 for pressure cleaning.

The following Additional Charges are per on an as needed basis: \$75 for each 10'X10' tent rental, \$125 for each 10'X20' tent rental, \$175 for each 20'X20' tent rental, \$275 for each 20'X30' tent rental, \$450 for each 20'X40' tent rental, \$6 for each regular table rental, and \$7.50 for each round table, \$1 for each chair rental, \$5 for each light rental, \$75 location fee for each soda and/or food location, \$25 location fee for each arts/merchandise/sponsor, \$25 location fee for each sampling booth, \$25 location fee for each sponsor booth, \$400 for each beer/alcohol location.

Except as otherwise specifically provided herein, USER shall be responsible for all costs involved in the presentation of the EVENT, including without limitation: all BMI and ASCAP license fees, all staffing and all charges for police, fire rescue & inspector and/or assembly permit, security, building, electrical and plumbing permits, insurance, all utilities, supplies, equipment rental, ticket surcharge, all applicable taxes, including State of Florida Sales Tax and other services, except those which are furnished by the TRUST and are included in the USE FEE.

7. **TERMS OF PAYMENT:**

USER shall submit to the TRUST, in the form of cashier's check, money order or cash, no later than 7 days prior to the commencement of the USE PERIOD (by 5:00 pm, Thursday, January 17, 2019), the Use Fee and the Damage Deposit. In the event the Use Fee, after settlement of the Additional Charges, exceeds the amount set forth in paragraph 6 above, then the TRUST shall deduct such excess amount from the Damage Deposit. The Damage Deposit, reduced by such excess amount, if any, shall be refunded to the USER in accordance with paragraph 8 below.

8. **DAMAGE DEPOSIT:**

The Damage Deposit shall be in the amount of \$10,000.00. The Damage Deposit is intended to secure performance of all of USER's obligations hereunder. An inspection of the PREMISES will be made within two business

days after the completion of EVENT and the amount of the Damage Deposit shall be applied toward the payment of necessary repairs, if any. The Damage Deposit shall also be applied toward payment of any fees or costs assessed against the PARK, the CITY or the TRUST for activities and operations of USER hereunder, or arising from the EVENTS. In the event the amount necessary to repair the damages or satisfy USER's obligations hereunder exceeds the Damage Deposit then the USER agrees to pay the balance to the TRUST, within ten (10) business days of the TRUST's request.

9. BANNER PLACEMENT:

The TRUST reserves the right to restrict placement of banners in Bayfront Park.

10. TICKET: *Not applicable, event participants are registered*

11. ADVERTISING:

All advertising for EVENT created by USER must identify location as Bayfront Park 301 N. Biscayne Boulevard, Miami, Florida, 33132.

12. FOOD & ARTS & CRAFTS LOCATIONS:

The TRUST and the Fire Marshall of the City of Miami reserve the right to designate all food and craft booths for the EVENT with proper and advance notification to the USER.

13. SECURITY:

USER shall provide at USER'S cost, all necessary perimeter/t-shirt event security and police officers to be determined by the CITY'S Police Department and the TRUST.

14. CATERING:

USER, at its own cost, shall provide catering, food and beverages and the cleanup of the designated food area during the EVENT. The TRUST retains the right to hire, at USER'S cost and expense, a Concession Coordinator, whose responsibility will be to oversee and approve the coordination of all concession operators, and to report to the TRUST and require immediate correction of any acts that do not conform to this Agreement, including, but not limited to, the adherence of all State, County, Municipal and Trust health codes, rules and regulations.

15. INSURANCE:

USER shall obtain and maintain in force for the USE PERIOD, General Liability Insurance on a Comprehensive General Liability Form or an equivalent policy form in the amount of coverage deemed acceptable by the City of Miami Risk Management Administrator for bodily injury and property damage liability, see Exhibit B.

The City of Miami and the Bayfront Park Management Trust, if applicable, a designated sponsor, approved by the CITY, shall be named "Additional Insured" on all policies. Any questions regarding Insurance should be directed to the Insurance Administrator, Risk Management Division, 444 SW

2nd Avenue 9th Floor, Miami, Florida 33130, (305) 416-1604. USER shall furnish all insurance certificates required by the City of Miami Insurance Administrator, no later than 30 days prior to the commencement of the USE PERIOD.

16. **INDEMNIFICATION:**

USER agrees to indemnify, defend, covenant not to sue and hold harmless forever the CITY and TRUST, and all the CITY'S and TRUST'S members, officials, officers, agents and employees (collectively referred to as the "Indemnitees"), from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fee and costs), and liabilities (collectively referred to as "Liabilities") arising out of, resulting from, or in connection with (i) the EVENT and/or the use of the PREMISES, (ii) the performance or non-performance of this Agreement, whether it is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (iii) the failure of the USER to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. USER expressly agrees to indemnify, covenant not to sue and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of USER, or any of its subcontractors, as provided above, for which the USER's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This indemnity provision shall survive the termination of this Agreement and shall continue in effect until the expiration of the corresponding statute of limitations or the tolling thereof.

17. **RISK OF LOSS:**

The CITY and TRUST assume no responsibility whatsoever for any person or property that enters the PREMISES as a result of, or in connection with, the EVENT. In consideration of the execution of this AGREEMENT by the TRUST, the USER releases the CITY and the TRUST from any and all liability for any loss, injury, death, theft, damage or destruction to any persons or property which may occur in or about the PREMISES regardless of the cause, including such circumstances where it could be alleged that the CITY or the TRUST, or their employees, agents or contractors were negligent. USER does not agree to release the CITY or the TRUST for any and all liability which is determined to be caused solely due to the intentional or willful misconduct of the CITY or the TRUST, or their respective employees or agents.

18. **FORFEIT OF CANCELLATION:**

All advance sums, or advance payments under this Agreement, shall be forfeited if, through the fault or action of the USER, the EVENT is not held within the dates and times contracted.

19. **DEFAULT PROVISION:**

In the event the USER shall fail to comply with each and every term and condition of the AGREEMENT or shall fail to perform any of the terms and

conditions contained herein, then the TRUST, at its sole option and in addition to all other rights and remedies available to it by law, upon written notice to USER may cancel and terminate this AGREEMENT, and all payments, advances, or other compensation paid by USER pursuant to this Agreement, shall be forthwith retained by the TRUST.

20. AWARD OF AGREEMENT:

USER represents and warrants to the TRUST that it has not employed or retained any person or company employed by the TRUST to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

21. INDEPENDENT AUDITOR GENERAL - ACCESS TO DOCUMENTS:

The City of Miami has established the Office of the Independent Auditor General ("IAG"), to provide the City Commission with independent oversight of audit and analytical functions of the City. Pursuant to Section 38-111(b) of the Code of The City of Miami, the City of Miami shall have the right to audit any books, accounts, expenditures, receivables, and contracts of the TRUST, and such Audit may be performed by the IAG. The IAG shall have the power to audit, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this AGREEMENT. Any information deemed to be confidential, proprietary, or a trade secret under Florida law, but integral to completing audit procedures, such information will be timely provided but will be excluded from the audit work papers.

USER shall, at all times during the term of this AGREEMENT and for a period of two (2) years after the completion of this AGREEMENT, maintain such records, together with such supporting or underlying documents and materials available in a location within Miami-Dade County, Florida as may be requested by the City.

Nothing in this Section shall impair any independent right of The City of Miami, pursuant to applicable laws and regulations, to conduct audits or investigate activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on The City of Miami by the USER or third parties.

22. PUBLIC RECORDS:

USER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TRUST contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TRUST and the public to all documents subject to disclosure under applicable law. USER's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation of this Agreement by the TRUST. USER acknowledges that this termination is not subject to cure provisions contained elsewhere in this AGREEMENT. USER shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being

incorporated by reference herein.

23. **NONDISCRIMINATION:**

USER shall not discriminate against any persons on account of race, color, sex, religion, creed, ancestry, national origin, age, handicap, or marital status in the use of the PREMISES.

24. **AUTHORIZED PERSONNEL:**

The TRUST shall have authorized representatives with decision making authority, reasonably available at all reasonable times throughout the USE PERIOD for consultation with USER.

25. **AUTHORITY TO EXECUTE AGREEMENT:**

Each party represents to the other that it has the power to enter into the AGREEMENT and that the consent of no other person or entity is required in connection therewith, except as otherwise provided, and the AGREEMENT constitutes a valid and binding obligation of each party in accordance with the terms hereof.

26. **RELATIONSHIP OF PARTIES:**

This AGREEMENT shall not be deemed or construed to create any agency relationship, partnership, or joint venture between the CITY, the TRUST and USER.

27. **NOTICES:**

Notices required under the AGREEMENT shall be deemed to be given when hand-delivered (with receipt therefore) or mailed by registered or certified mail, postage prepaid, return receipt requested.

AS TO USER:

Alex DeGracia
Regional Event Director
LTF Triathlon Series, LLC
8879 SW 131 Street
Miami, Florida 33176

AS TO THE CITY:

Emilio T. González
City Manager
City of Miami
3500 Pan American Dr.
Miami, Florida 33133

AND

Sakal Heng
Director Senior Corporate Counsel
1795 Dogwood St., Suite 400
Louisville, CO 80027

AS TO THE TRUST:

Jose Gell
Interim Executive Director
301 N. Biscayne Blvd.
Miami, Florida 33132

WITH A COPY TO:

Victoria Méndez
City Attorney

444 SW 2nd Ave. Suite 945
Miami, Florida 33130

28. NONDELEGABILITY:

This "Agreement" is personal to the User. The AGREEMENT may not be transferred, sold, pledged or assigned by USER, in whole or in part, without the prior express written consent of the TRUST.

29. GOVERNING LAW; VENUE; ATTORNEY'S FEES:

The AGREEMENT shall be construed according to the laws of the State of Florida and Venue shall be in Miami- Dade County. Except in cases where the Trust must bring an action to enforce the provisions of Section 16, in which case the Trust shall be able to recover its reasonable attorney's fees, each party shall bear their own respective attorney's fees.

30. CONFLICT OF INTEREST:

USER is aware of the conflict of interest laws of the City of Miami (Code of the City of Miami, Florida, Chapter 2, Article V), of Miami-Dade County, Florida (Code of Miami-Dade County, Florida (Code of Miami-Dade County, Florida, Section 2-11.1) and of the State of Florida (as set forth in Florida Statutes) and agrees it will fully comply in all respects with the terms of said laws and any future amendments

31. FORCE MAEJEURE:

The TRUST and the CITY shall not be liable for any failure to perform its obligations where such failure is caused by conditions beyond its control, including, but not limited to, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, events in foreign countries that affect the TRUST and the CITY and its citizens, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, riots, street celebrations or protests, military or usurped power or confiscation, terrorists activities, nationalization, government sanctions or restrictions, blockage, embargo, labor dispute, strike, lockout or interruption, or the failure of services such as electricity or telephone.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have individually and through their proper corporate official executed the AGREEMENT, this the day and year first written.

WITNESSES:

ATTEST:

BAYFRONT PARK MANAGEMENT TRUST
a limited agency and
instrumentality of the City of
Miami

BY: 

Valeria Sanchez
Bayfront Park Management Trust

BY:  1/28/19.

Jose Gell
Interim Executive Director

ATTEST:

USER: LTF Triathlon Series, LLC.

BY: 

Sakal Heng
Director Senior Corporate Counsel

BY: 

Kimo Seymour
Senior Vice President of Media and
Events

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: 

Ann-Marie Sharpe,
Director - Risk Management

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 

Victoria Méndez
City Attorney

CSR
19-162

EXHIBIT A - SITE MAP

EXHIBIT B - BAYFRONT PARK INSURANCE REQUIREMENTS:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence
\$1,000,000
General Aggregate Limit
\$2,000,000
Personal and Adv. Injury
Products/Completed Operations \$1,000,000
\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Bayfront Park Management Trust listed as an additional insured

Contingent and Contractual liability
Premises and Operations Liability
Primary and non contributory liability endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident
\$ 1,000,000

B. Endorsements Required

City of Miami included as an additional insured
Bayfront Park Management Trust listed as an
additional insured

III. Worker's Compensation (IF APPLICABLE)

Limits of Liability
Statutory-State of Florida

Employer's Liability

C. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. **Liquor Liability (IF APPLICABLE)**

A. Limits of Liability

Each occurrence	\$1,000,000
Policy Aggregate	\$1,000,000

City of Miami and Bayfront Park Management Trust listed as an additional insured

V. **Umbrella Liability (Excess Follow Form including liquor)**

\$2m occurrence, \$2m policy aggregate.

Same endorsements as Section I.B/General Liability

- Note: The City and Bayfront Park Management Trust reserve the right to require umbrella liability with limits acceptable to the City and Bayfront Park Management Trust. USER shall comply with this requirement when applicable, and further agrees list the City and Bayfront Park Management Trust as an additional insured on this coverage. USER also agrees to furnish the City and Bayfront Park Management Trust with copies of all applicable policies and endorsements relative to the event in question within (10) days of such request.

Bayfront Park Management Trust, 301 N. Biscayne Blvd Miami, Florida 33132, and the City of Miami 444 S.W. 2nd Avenue Miami, Florida 33130 shall appear listed as the "Certificate Holder;"

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.


CORPORATE RESOLUTION

Whereas, LTF Triathlon Series, LLC, desires to enter into an Agreement with the Bayfront Park Management Trust substantially in the form of the agreement to which this Resolution is attached;

Whereas, the Board of Directors, at a duly held meeting has considered the matter in accordance with the By-Laws of the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS that this corporation is authorized to enter into the Agreement with the Bayfront Park Management Trust and Kimo Seymour is hereby authorized and directed to execute the Agreement in the name of this Corporation and to execute any other documents and perform any acts in connection therewith as may be required to accomplish its purpose.

IN WITNESS WHEREOF, this 11th day of January 2019.

BY: 
Kimo Seymour
Senior Vice President of Media and Events

BY: 
James Spolar
Corporate Secretary
Affix Corporate Seal

No corporate seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Dawn Heinemann and Angela Whirley PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dheinemann@hayscompanies.com																					
INSURED LTF Triathlon Series, LLC 2902 Corporate Place Chanhassen, MN 55317	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>PHILADELPHIA IND INS CO</td><td>18058</td></tr><tr><td>INSURER B:</td><td>NATIONAL UNION FIRE INS CO OF PITTS</td><td>19445</td></tr><tr><td>INSURER C:</td><td>NEW HAMPSHIRE INS CO</td><td>23841</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	PHILADELPHIA IND INS CO	18058	INSURER B:	NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER C:	NEW HAMPSHIRE INS CO	23841	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 54778725

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PHPK1918791	12/15/18	12/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA7093427 (AOS) CA9767442 (VA)	12/15/18 12/15/18	12/15/19 12/15/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB658049	12/15/18	12/15/19	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC14122410 (AOS) SEE ATTACHED-MORE WC	12/15/18 12/15/18	12/15/19 12/15/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		PHPK1918791	12/15/18	12/15/19	Included in GL Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Miami Marathon, Half Marathon & Tropical 5K on 01/26-27/19 for Life Time Fitness, 8879 SW 131st Street, Miami, FL. City of Miami is additional insured on a primary and non-contributory basis as respects general liability policy where required by written contract subject to the policy terms and conditions. Liquor liability is included under the general liability policy for the full term of the policy, or continuous until cancelled or non-renewed.

CERTIFICATE HOLDER

CANCELLATION

City of Miami

444 SW 2nd Avenue

Miami, FL 33130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

USA

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/15/2018

NAME OF INSURED: LTF Triathlon Series, LLC

INSURER: NEW HAMPSHIRE INS CO NAIC# 23841

COVERAGE: WORKERS COMPENSATION

POLICY NUMBERS:

WC14122411 (AZ,GA,VA)

WC14122413 (FL)

WC14122414 (IL,NC,UT)

WC14122416 (NJ,PA)

INSURER: AMERICAN HOME ASSURANCE CO NAIC# 19380

COVERAGE: WORKERS COMPENSATION

POLICY NUMBER:

WC014122412 (CA)

INSURER: THE INSURANCE COMPANY OF THE STATE OF PA NAIC# 19429

COVERAGE: WORKERS COMPENSATION

POLICY NUMBER:

WC014122415 (MA,OR,WA,WI,WY)

INSURER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA NAIC# 19445

COVERAGE: EXCESS WORKERS COMPENSATION

POLICY NUMBER:

XWC4595568 (OH)

EFFECTIVE DATE: 12/15/18

EXPIRATION DATE: 12/15/19

X PER STATUTORY

E.L. EACH ACCIDENT: 1,000,000

E.L. DISEASE - EA EMPLOYEE 1,000,000

E.L. DISEASE - POLICY LIMIT 1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Dawn Heinemann and Angela Whirley PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL: dheinemann@hayscompanies.com ADDRESS: dheinemann@hayscompanies.com
INSURED LTF Triathlon Series, LLC 2902 Corporate Place Chanhassen, MN 55317		INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO 18058 INSURER B: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER C: NEW HAMPSHIRE INS CO 23841 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 54778639

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X SIR \$750,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	PHPK1918791	12/15/18	12/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA7093427 (AOS) CA9767442 (VA)	12/15/18 12/15/18	12/15/19 12/15/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	PHUB658049	12/15/18	12/15/19	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC14122410 (AOS) SEE ATTACHED-MORE WC	12/15/18 12/15/18	12/15/19 12/15/19	X PER STATUTE E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Miami Marathon, Half Marathon & Tropical 5K on 01/26-27/19 for Life Time Fitness, 8879 SW 131st Street, Miami, FL. Certificate holder is additional insured on a primary and non-contributory basis as respects general liability policy where required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Bayfront Park Management Trust

301 N Biscayne Blvd.

Miami, FL 33132

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/15/2018

NAME OF INSURED: LTF Triathlon Series, LLC

INSURER: NEW HAMPSHIRE INS CO NAIC# 23841

COVERAGE: WORKERS COMPENSATION

POLICY NUMBERS:

WC14122411 (AZ,GA,VA)

WC14122413 (FL)

WC14122414 (IL,NC,UT)

WC14122416 (NJ,PA)

INSURER: AMERICAN HOME ASSURANCE CO NAIC# 19380

COVERAGE: WORKERS COMPENSATION

POLICY NUMBER:

WC014122412 (CA)

INSURER: THE INSURANCE COMPANY OF THE STATE OF PA NAIC# 19429

COVERAGE: WORKERS COMPENSATION

POLICY NUMBER:

WC014122415 (MA,OR,WA,WI,WY)

INSURER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA NAIC# 19445

COVERAGE: EXCESS WORKERS COMPENSATION

POLICY NUMBER:

XWC4595568 (OH)

EFFECTIVE DATE: 12/15/18

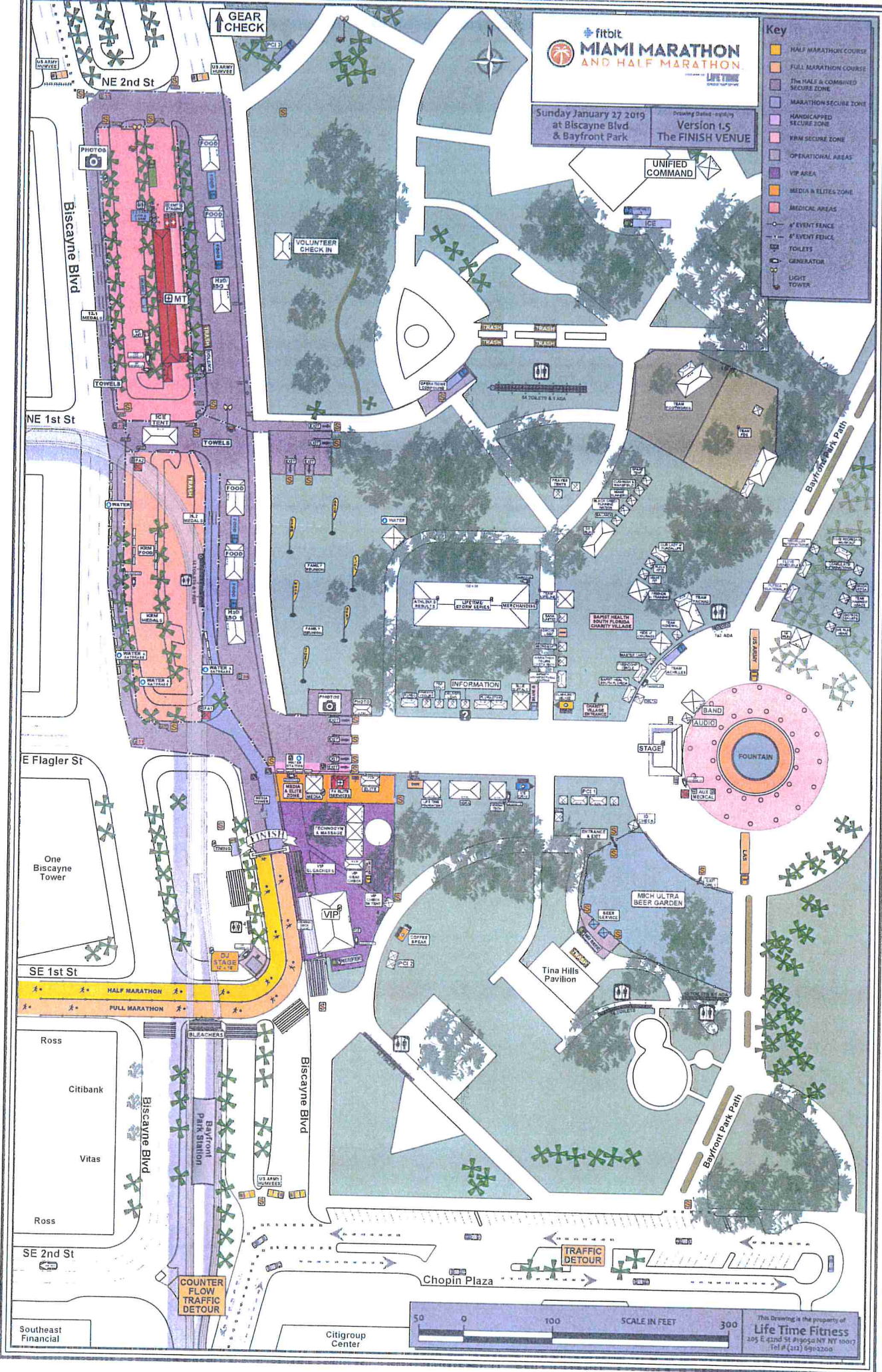
EXPIRATION DATE: 12/15/19

X PER STATUTORY

E.L. EACH ACCIDENT: 1,000,000

E.L. DISEASE - EA EMPLOYEE 1,000,000

E.L. DISEASE - POLICY LIMIT 1,000,000



fitbit
MIAMI MARATHON
AND HALF MARATHON
in partnership with
LIFE TIME
fitness center

Sunday January 27 2019
at Biscayne Blvd
& Bayfront Park

Drawing Dated: ongoing
Version 1.5
The FINISH VENUE

- Key**
- HALF MARATHON COURSE
 - FULL MARATHON COURSE
 - The HALF & COMBINED SECURE ZONE
 - MARATHON SECURE ZONE
 - HANDICAPPED SECURE ZONE
 - KRM SECURE ZONE
 - OPERATIONAL AREAS
 - VIP AREA
 - MEDIA & ELITES ZONE
 - MEDICAL AREAS
 - 4' EVENT FENCE
 - 4' EVENT FENCE
 - TOILETS
 - GENERATOR
 - LIGHT TOWER

This Drawing is the property of
Life Time Fitness
205 E 42nd St #1905A NY 10017
Tel # (212) 6962300

